

RULES FOR VENDORS

- Franklin Fall Festival will be held downtown Franklin Saturday, September 25, 2021 from 10:00am – 5:00pm.
- Vendors allowed: craft, business/organizations, direct sales, churches, schools, etc.
- Details for festival will be sent to the vendor prior to the event (set up time, vendor location, festival activities, etc.).
- Festival will go on rain or shine.
- All vendor spaces are non-refundable.
- Electricity is available on a first-come-first-served basis. Requests will be granted based on availability. You are not guaranteed electricity. Vendors are required to provide extension cords. If electricity is not available, vendor will be asked to provide a generator.
- Vendors are required to remain at the festival for the duration of the event. Vehicles are not permitted during event.
- Vendors must provide pop-up tent or canopy, as well as any tables and chairs needed.
- No alcoholic beverages of any kind are permitted to be sold, stored or consumed at vendor booth space.
- Franklin Parks & Recreation reserves the right to refuse any vendor it deems inappropriate.
- All vendor applications must be submitted with the following:
 - Completed Vendor Application
 - Signed WAIVER OF LIABILITY (on Vendor Application)
 - Payment made in full (credit card, check or cash). Make checks payable to FRANKLIN PARKS & RECREATION.
 - Completed and signed USE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT for the City of Franklin form. Please sign the “PARTICIPANT/ORGANIZER/VENDOR” portion on 2nd page.

For more information, contact Jamie Beck @ 317-346-1197 or jbeck@franklin.in.gov.

Franklin Parks & Recreation 2021 Fall Fest Vendor Application

Saturday, September 25, 2021

VENDOR BUSINESS/ORGANIZATION NAME: _____

CONTACT NAME: _____ CELL PHONE: _____

E-MAIL: _____

VENDOR ADDRESS: _____

STREET

CITY

ZIP

I WOULD LIKE TO SIGN UP FOR THE FOLLOWING EVENTS:

-+

	VENDOR FEE	NUMBER OF BOOTHS REQUESTED	TOTAL AMOUNT DUE
	\$70 per booth space	<input type="checkbox"/> 1 Booth <input type="checkbox"/> 2 Booths	\$
	Electricity is available on a first-come-first-served basis. Requests will be granted based on availability.	<input type="checkbox"/> I need electricity	
	TOTAL DUE		\$

BOOTH INFORMATION:

Please list items and provide website or social media addresses. Franklin Festival Committee reserves the right to refuse a vendor if it deems it inappropriate. Vendor space is on a first-come-first-served basis.

WAVIER STATEMENT (MUST BE SIGNED)

Waiver of Liability: Vendor agrees to indemnify and hold the City of Franklin, the Festival Committee (sponsoring organization), its employees, agents, and volunteers harmless from any and all claims made against same, including without limitation, all costs, liabilities, judgments, expenses, damages, or reasonable attorney's fees arising out of or in connection with (1) any structures erected by the contestant, (2) any apparatus, equipment, or personal property used by the Vendor, (3) any act or omission to act of Vendor, its agents, invitees, participants, representatives, employees, and servants, and (4) any claims made on account the Vendor's participation in the event, including those resulting from the sale or distribution of the Vendor's products or services.

VENDOR SIGNATURE: _____ DATE: _____



Franklin Parks & Recreation

FOR OFFICE USE ONLY:

PAID _____ DATE _____ HOLD HARMLESS _____ INSURANCE _____ ELECTRIC _____

USE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This INDEMNIFICATION AND HOLD HARMLESS AGREEMENT is made this

day of

_____ by and between the City of Franklin Board of Public Works ("the City") and ("the
Month-Day-Year Participant/Organizer").

WHEREAS, the desires to use the following City-owned property ("the Property") on in connection with the ("the
"Event"):

FRANKLIN FALL FESTIVAL

Event Name

And

Vendor Name

WHEREAS, in exchange for making the Property available to _____ for such purposes, the
City requires and _____ agrees to hold harmless and indemnify the City from any claims and/or
litigation arising out of the use of the Property for the above- described event.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

- 1. Hold Harmless.** In consideration of the City permitting _____ to use the above
described property for the purposes set forth herein, _____ (individual) and/or

its representatives, employees, agents, invitees, and/or volunteers shall defend, indemnify, and hold harmless the City from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, and/or injury (to property or persons, including without limitation wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, gross negligence or willful misconduct of , its personnel, employees, agents, contractors, or volunteers in connection with or arising out of 's use of the Property.

This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney fees, and related costs or expenses, and any reimbursement to the City for all legal expenses and costs incurred by it, including any acts or alleged acts of the City's own negligence.

- 2. Signage and Barricades.** shall be responsible for setting out and removing appropriate signage and barricades to block off the Property for the event.

- 3. Insurance.** Participant/Organizer hereby represents that it has obtained the required insurance naming the City as an additional insured for the minimum coverage amounts specified by the City and has provided the City with a certificate of insurance. Participant/Organizer further represents that the insurance certificate delivered to the City is in full force and effect and shall not be cancelled prior to the event.

- 4. Clean-up.** Participant/Organizer shall be responsible for maintenance of the Property in connection with the event and shall remove from the Property all trash and debris accumulated during the event, and shall return the Property to the City in the same condition as received. If the Property is not returned in the same condition, Participant/Organizer agrees to pay actual costs of clean-up.

- 5. Authority to Enter Agreement.** Each party warrants that the individual signing this Agreement has the legal power, right, and authority to make this agreement and bind each respective party.

6. Amendment or Modification. No supplement, modification, or amendment to this agreement shall be binding unless executed in writing and signed by both parties.

CITY OF FRANKLIN, INDIANA

By _____
City of Franklin, Mayor

ATTEST:

Printed Name: _____

Title: _____

PARTICIPANT/ORGANIZER/VENDOR

By _____

ATTEST:

Printed Name: _____

Title: _____